

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

1) UPPER CRUST FOOD SERVICE, LLC,)	
)	
)	
Plaintiff,)	
v.)	Case No. 19-cv-767-G
)	
1) CORY CAZZELLE,)	
2) THE CURTY SHACK, LLC, and)	
3) JOHN DOES 1-5.)	
)	
Defendants.)	

PLAINTIFF’S FINAL WITNESS LIST

COMES NOW Plaintiff, Upper Crust Food Service, LLC, (“Plaintiff”) and hereby submits its Final Witness List.

PLAINTIFF'S FINAL WITNESS LIST		
1.	Adam Guy, Upper Crust c/o Counsel, J. Brian Brandes Brandes & Yancy	Expected to be called to testify regarding claims in the Complaint, factual basis for the same including communications as well as counterclaim of Defendant Cory Cazzelle, and affirmative defenses of Defendants and the factual basis for those; rebuttal; damages
2.	Bob Tye, Upper Crust c/o Counsel, J. Brian Brandes Brandes & Yancy	Expected to be called to testify regarding claims in the Complaint, factual basis for the same including communications as well as counterclaim of Defendant Cory Cazzelle, and affirmative defenses of Defendants and the factual basis for those; rebuttal
3.	Morgan Hager, Upper Crust c/o Counsel, J. Brian Brandes Brandes & Yancy	Expected to be called to testify regarding claims in the Complaint, factual basis for the same including communications as well as counterclaim of Defendant Cory Cazzelle, and affirmative defenses of Defendants and the factual basis for those; rebuttal
4.	Ted Roman c/o Counsel, J. Brian Brandes Brandes & Yancy	Expected to be called to testify regarding claims in the Complaint, factual basis for the same including communications as well as

		counterclaim of Defendant Cory Cazzelle, and affirmative defenses of Defendants and the factual basis for those; rebuttal
5.	Corporate Representative for Upper Crust Food Service, Plaintiff c/o Counsel, J. Brian Brandes Brandes & Yancy	Expected to be called to testify regarding claims in the Complaint, factual basis for the same including communications as well as counterclaim of Defendant Cory Cazzelle, and affirmative defenses of Defendants and the factual basis for those; rebuttal; damages
6.	Cory Cazzelle, Defendant c/o Counsel, Steve Ruby BAKER, IHRIG & CORLEY, P.C.	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.
7.	Brandee Cazzelle c/o Counsel, Scott K. Thomas HOUSTON, OSBORN, SEXTON & THOMAS, PLLC	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; The Curty Shack LLC corporation; supply orders procured for servicing FarmHouse Fraternity
8.	Sarah Cazzelle c/o Counsel, Scott K. Thomas HOUSTON, OSBORN, SEXTON & THOMAS, PLLC	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; The Curty Shack LLC corporation; supply orders procured for servicing FarmHouse Fraternity
9.	Corporate Representative for The Curty Shack, Defendant c/o Counsel, Scott K. Thomas HOUSTON, OSBORN, SEXTON & THOMAS, PLLC	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; The Curty Shack LLC corporation; supply orders procured for servicing FarmHouse Fraternity

10.	Jadan Terrazas c/o Counsel, George Miles FRASIER, FRASIER & HICKMAN, LLP	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; contract negotiations with Upper Crust Food Service, The Curty Shack and/or Cazzelle or a representative of The Curty Shack; the decision to contract with The Curty Shack for food services
11.	Bryce Fitzgerald c/o Counsel, George Miles FRASIER, FRASIER & HICKMAN, LLP	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; contract negotiations with Upper Crust Food Service, The Curty Shack and/or Cazzelle or a representative of The Curty Shack; the decision to contract with The Curty Shack for food services
12.	Lane Fanning c/o Counsel, George Miles FRASIER, FRASIER & HICKMAN, LLP	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; contract negotiations with Upper Crust Food Service, The Curty Shack and/or Cazzelle or a representative of The Curty Shack; the decision to contract with The Curty Shack for food services
13.	Jennifer Chessmore c/o Counsel, George Miles FRASIER, FRASIER & HICKMAN, LLP	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; contract negotiations with Upper Crust Food Service, The Curty Shack and/or Cazzelle or a representative of The Curty Shack; the decision to contract with

		The Curty Shack for food services including FarmHouse's contractual relations with Upper Crust Food Service and with The Curt Shack, LLC
14.	Representative of FarmHouse Fraternity Corporation c/o Counsel, George Miles FRASIER, FRASIER & HICKMAN, LLP	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; the decision to contract with The Curty Shack for food services; authentication of documents
15.	Representative of Sigma Phi Epsilon fraternity [yet to be determined]	Expected to be called to testify regarding facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; the decision to discontinue its relationship with Plaintiff; authentication of documents
16.	Tony Morris, US Food Service Corporation Service Company, RA 10300 Greenbriar Pl. Oklahoma City, OK 73159-7653 9399 West Higgins Road, Suite 600 Rosemont, IL 60018	Facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; orders and invoices of The Curty Shack
17.	Corporate Representative for US Foods Service Company, RA 10300 Greenbriar Pl. Oklahoma City, OK 73159-7653 9399 West Higgins Road, Suite 600	Facts and circumstances of the claims at issue in this lawsuit; communications related to this lawsuit or any claims thereof, including but not limited to, agreements, solicitations, marketing, reports, memoranda, notices, meetings, text messages, email, social media, iMessages, etc.; orders and invoices of The Curty Shack; authentication of documents

	Rosemont, IL 60018	
18.	Any witnesses identified in document production	
19.	Any witnesses identified in discovery responses	
20.	Any witnesses identified in depositions	
21.	Any witness not yet identified and/or deposed in this case	
22.	Any witness not yet identified for rebuttal purposes	

Plaintiff reserves the right to amend its Final Witness List as discovery is ongoing and/or in the event the Court enters a new or amended scheduling order in this case.

Respectfully submitted,

BRANDES & YANCY, P.L.L.C.

By: s/ J. Brian Brandes
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Attorney for Upper Crust Food Service
LLC

CERTIFICATE OF SERVICE

This is to certify that on the 6th day of October 2020, I transmitted the foregoing document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF Registrants:

Steven M. Ruby
BAKER, IHRIG & CORLEY, P.C.
222 E. 7th Street
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Micah D. Sexton
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P.O. Box 1118
Stillwater, OK 74076

s/ J. Brian Brandes

J. Brian Brandes